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DASAGROUP HOLDINGS CORP.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JEFFERIES FUNDING, LLC,

Plaintiff,

v.

DASAGROUP HOLDINGS CORP. (d/b/a
KICKHASS AVOCADOS) and LONDON
FRUIT, INC.,

Defendants.

DASAGROUP HOLDINGS CORP. (d/b/a
KICKHASS AVOCADOS),

Counter- and Cross-Claimant,

v.

JEFFERIES FUNDING, LLC,

Counter-Defendant,

LONDON FRUIT, INC., and

Cross-Defendant

SILO TECHNOLOGIES, INC.,

Third-Party Defendant.

Case No. 3:24-cv-05639-TLT

**DECLARATION OF MARIO A.
MOYA IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
DEFENDANT/CROSS-CLAIMANT
/COUNTER-CLAIMANT AND
THIRD-PARTY PLAINTIFF
DASAGROUP HOLDINGS CORP.**

Date: Nov. 25, 2025

Time: 2:00 p.m.

Courtroom 9 (19th Floor)

Judge: Hon. Trina L. Thompson

DECLARATION OF MARIO A. MOYA IN SUPPORT OF MOTION TO WITHDRAW AS COUNSEL

1 I, Mario A. Moya, hereby declare as follows:

2 1. I am an attorney duly admitted to practice before the State of California and in all
3 state and federal courts within the State of California. I am the owner of the Moya Law Firm,
4 which is located at 1300 Clay Street, Suite 600, in Oakland, California 94612. I have personal
5 knowledge of the facts set forth herein, except as to those stated on information and belief and,
6 as to those, I am informed and believe them to be true. If called as a witness, I could and would
7 competently testify to the matters stated herein.

8 2. I am counsel for Defendant/Cross-Claimant/Counter-Claimant and Third-Party
9 Plaintiff Dasagroup Holdings Corp. d/b/a Kichkhass (“Dasagroup”) in this action. I submit this
10 declaration in support of my law firm’s accompanying motion to withdraw as counsel for
11 Dasagroup Holdings Corp. in this action and with respect to all pleadings, as defendant,
12 counterclaimant, cross-claimant and third-party plaintiff.

13 Case Background

14 3. Jefferies Funding, LLC (“Plaintiff” or “Jefferies”) initiated this action against
15 Dasagroup and London Fruit on Aug. 21, 2024. *See* Dkt. 1. Through its prior counsel,
16 Dasagroup was able to secure an extension of time to respond to the complaint until Nov. 4,
17 2024.

18 4. After this lawsuit was filed but before answering the complaint on Nov. 4, the
19 Moya Law Firm was retained to represent Dasagroup in this action pursuant to a written
20 engagement agreement. After reviewing some of the initial documentary evidence in the case
21 and other matters of public record, I assessed that Dasagroup would need to file compulsory
22 counterclaims and cross-claims when it answered the complaint.

23 5. On Nov. 4, 2024, defendant Dasagroup filed an answer to the complaint with a
24 jury demand, with an assertion of counterclaims against Plaintiff and a cross-claim against
25 defendant London Fruit. This filing was subsequently amended without leave, with minor
26 amendments, on Nov. 22, 2024. *See* Dkt. Nos. 11, 28. On Nov. 18, 2024, Dasagroup also filed a
27 third-party complaint to add Silo Technologies, Inc. (“Silo”) as a third-party defendant to the
28 action. *See* Dkt. No. 23.

6. Jefferies and Silo filed motions to dismiss the amended counterclaims and

1 third-party complaint, respectively. See Dkt. Nos. 33, 51. The Court granted in part and denied
2 in part the motions to dismiss, with leave to amend. Dkt. No. 72. Following motion practice, in
3 March 2025, Dasagroup filed a Second Amended Answer and Counterclaim against Jefferies and
4 a First Amended Third Party Complaint against Silo. See Dkt. No. 78, 79. Jefferies and Silo
5 filed a joint motion to dismiss, which the Court granted in part and denied in part on June 16,
6 2025. See Dkt. Nos. 85, 99.

7 7. Dasagroup subsequently filed its Third Amended Answer and Counterclaim and
8 Second Amended Third Party Complaint with narrowed claims following orders on dispositive
9 motions. See Dkt. Nos. 101, 102. Jefferies and Silo ultimately filed their respective answers on
10 July 14, 2025. Dkt. Nos. 111-112.

11 8. On Aug. 6, 2025, Jefferies filed a First Amended Complaint (FAC) adding Mr.
12 Ward as an additional defendant to the action and asserting new claims under California Penal
13 Code § 496(c). See Dkt. 122.

14 9. Dasagroup filed a motion to dismiss the FAC, and, in particular, the claim for
15 treble damages under California Penal Code Section 496 on Aug. 20, 2025. See Dkt. 133.

16 10. Dasagroup's CEO, Mr. Ward, has yet to appear in this action. To date, the parties
17 have engaged in significant discovery. Dasagroup has produced over 17,060 pages of documents
18 in this case over the course of eight productions. In addition, Dasagroup has responded to seven
19 sets of written discovery from Jefferies and Silo, including a combined 42 requests for
20 production, 47 interrogatories, and 66 requests for admissions.

21 Basis for Withdrawal: RPC 1.16(b)(5)

22 11. I have determined that under the California Rules of Professional Conduct, my
23 and my law firm's withdrawal is appropriate at this time. California Rules of Professional
24 Conduct 1.16(b)(4) and (5) each apply here, and they individually (and collectively) establish
25 good cause for allowing the undersigned counsel to withdraw from representation.

26 12. First, Dasagroup has materially breached and continues to materially breach its
27 obligations to this law firm under the representation agreement.

28 13. To substantiate the necessary requirements for withdrawal under California RPC
1.16(b)(5), counsel also discloses that it previously warned Dasagroup, after it had breached its

obligations under the representation agreement, that counsel would withdraw unless Dasagroup cured that breach.

14. On July 29, I informed Dasagroup that continued breach of its obligations would possibly require the firm to move to withdraw as counsel in this action.

15. In subsequent correspondence sent Aug. 22, Sept. 15, and Sept. 16, I advised Dasagroup that I would be filing a motion for this firm to withdraw as Dasagroup's counsel in this action.

16. Under the present circumstances, Dasagroup has materially breached its obligations to this firm, and this has resulted in a significant hardship to this firm, which is a small law firm of only three persons (i.e., two attorneys and one paralegal).

17. Due to Dasagroup's material breach of its obligations, continued representation of Dasagroup will present an unreasonable burden upon this law firm, which necessitates withdrawal.

Basis for Withdrawal: RPC 1.16(b)(4)

18. Second, by other conduct not covered by Rules 1.16(b)(1)-(3), there has been a breakdown in the attorney-client relationship such that this firm's continued representation of Dasagroup is unreasonably difficult under the present circumstances. The reasons for this basis for withdrawal are privileged, and I do wish to be mindful of the continuing duty of confidentiality owed as an attorney. See Cal. Bus. & Prof. Code § 6068(e)(1) (requiring an attorney "[t]o maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client").

19. An irreconcilable breakdown in the attorney-client relationship has arisen, including irreconcilable differences on important privileged matters, all of which makes it unreasonably difficult to carry out the representation effectively. Under the present circumstances, neither I nor my law firm believe that we are in a position to fully comply with our duties as counsel required to effectively represent Dasagroup and comply with all required duties imposed by the Court.

Avoidance of Prejudice

20. Before filing this motion, in accordance with applicable rules and local

1 requirements, I advised Dasagroup of my intention to file a motion to withdraw. In my most
2 recent correspondence, I also advised my client, per local requirements, that corporations can
3 only appear through counsel.

4 21. Currently pending before the Court is a dispositive motion and related briefing
5 challenging subject matter jurisdiction. Among other things, the motion challenges Jefferies's
6 standing and the justiciability of the original lawsuit it filed against Dasagroup, with an
7 additional Rule 12(b)(6) challenge to the timeliness of its new third claim for relief. *See* Dkt
8 Nos. 131-133, 143 (motion and reply briefing). This motion presents a narrow issue of standing
9 that is largely unaddressed by prior case law on similar facts of this case — i.e., whether UCC
10 9-607 (i.e., Cal. Commercial Code § 9607) confers sufficient standing for a secured party to sue
11 a defendant debtor on behalf of a third-party creditor that is not a plaintiff to the action. For
12 reasons briefed in the motion currently before the Court, we believe that there is no Article III
13 standing on the facts originally pleaded, and the issue cannot be waived under the Federal Rules
and binding authority from the Supreme Court.

14 22. By this motion to withdraw, which has been set for hearing on Nov. 11, 2025
15 (which is the earliest date available per the Court's online calendar), I have asked the Court for a
16 60-day stay of pending litigation deadlines until the company is able to secure new counsel. In
17 the meantime, I am still counsel of record and will comply with case deadlines, including
18 providing assistance to comply with Magistrate Judge Ryu's recent ADR order, which was
19 entered just yesterday. *See* ECF 144. Also, to the extent that the Court requests oral argument
20 on the pending challenge to Jefferies's standing and Article III subject matter jurisdiction, I
21 would also be willing to provide such oral argument via special appearance if necessary (and if
22 Dasagroup so consents).

23 23. I do not believe that my firm's withdrawal will prejudice any other litigant, harm
24 the administration of justice, or unduly delay a potential resolution of this case. Dasagroup has
25 produced a considerable volume of documents in this lawsuit — more than Jefferies and Silo
26 combined — and has answered voluminous written discovery. Also, Dasagroup's CEO has been
27 recently sued in his individual capacity, and the Court recently granted plaintiff Jefferies's
28 motion for an order granting its request to serve him by alternative means. The other parties

DECLARATION OF MARIO A. MOYA IN SUPPORT OF MOTION TO WITHDRAW AS COUNSEL

1 who have appeared in this action, plaintiff Jefferies and third-party defendant Silo Technologies,
2 Inc., are represented (quite inexplicably) by common counsel at Holland & Knight LLP. As of
3 the date of this filing, no officer, director or employee of Jefferies or Silo (whether current or
4 former) has yet to be deposed in this action, which is an additional reason why there would be no
5 prejudice to other litigants if withdrawal were granted.

6 24. On the late afternoon of Sept. 15, 2025, I informed opposing counsel, Stosh
7 Silivos and Rebecca Durham of Holland & Knight LLP, that my firm would be moving to
8 withdraw as counsel for Dasagroup in this lawsuit.

9 25. I am prepared to transfer all case-related files to Dasagroup's new counsel, once it
10 is retained. This includes files held by this firm and by other authorized custodians under
11 existing contracts and service agreements with this law firm. In the meantime, I am also willing
12 to continue to serve papers to Dasagroup's CEO via means we have typically used in
13 corresponding about the case.

14 26. If the Court were to require additional information pertaining to this motion to
15 withdraw, I will to the extent permissible provide such information and respond to any questions
16 the Court may have *in camera* subject to my continuing duties of confidentiality as an attorney.

17 27. I have served this motion and supporting documents on my client Dasagroup via
18 email and U.S. Mail to the company's CEO (at the company's Ballinger Way address in
19 Shoreline, Washington) and also via U.S. Mail to the company's registered agent, which is
20 shown on the accompanying certificate of service. According to Washington state corporation
21 filings, Dasagroup may be served through its registered agent at the following address, which is
22 the same address to which copies of this motion have been sent:

23 Dasagroup Holding Corp.
24 % Jeffery R. Pollock, PLLC, Registered Agent
25 2204 Riverside Dr Ste 250
26 Mount Vernon, WA 98273-5494

27 (**Due to a calendaring error, I had mistakenly attempted to notice this motion for Nov. 11,
28 which I discovered was Veteran's Day while attempting to file the motion via PACER.
Accordingly, I have revised these papers to ensure that the correct hearing date of Nov. 25, 2025

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1 is selected, and I have re-served the corrected versions in accordance with the Certificate of
2 Service that accompanies this filing, which is being served after midnight on Sept. 17. The
3 materials have been deposited in a U.S. Post Office collection box within the hour of this filing
4 on Sept. 17, 2025.).

5 28. This motion is made in good faith and not made for any improper purpose.

6 I declare under penalty of perjury under the laws of California and the United States of
7 America that the foregoing is true and correct.

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9 Executed on Sept. 17, 2025 at Novato, California

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11 */s/ Mario A. Moya*

12 _____
13 Mario A. Moya
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